

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 16, 2004

Division: Management Services

Bulk Item: Yes X No

Department: Administrative Services

AGENDA ITEM WORDING:

Approval of a Suncom Network Services Agreement with the State of Florida Technology office.

ITEM BACKGROUND:

This new suncom network services agreement is for the County to order and disconnect services with the State of Florida Technology office and reconfirms our payment agreement with the State of Florida. This allows us to move lines and circuits. Suncom rates are for long distance set by state legislative and billed independent of this network services agreement.

PREVIOUS REVELANT BOCC ACTION:

The above.

CONTRACT/AGREEMENT CHANGES:

New Contract.

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: 0

BUDGETED: Yes No

COST TO COUNTY: 0

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes No X AMOUNT PER MONTH Year

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:



Sheila A. Barker

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida Contract #
 Effective Date: 6/16/04
 Expiration Date:

Contract Purpose/Description:
Approval of letter of agency for the State of Florida Technology Office.

Contract Manager: Lisa Druckemiller 5100 Technical Services/ 5B
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/16/04 Agenda Deadline: 6/01/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 0 Current Year Portion: \$ 0
 Budgeted? Yes ☒ No ☐ Account Codes:
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ 0 /yr For: Suncom Services
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Parker</u>	<u>5/27/04</u>
Risk Management	<u>5/27/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Galt</u>	<u>5/27/04</u>
O.M.B./Purchasing	<u>5/27/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Parker</u>	<u>5/28/04</u>
County Attorney	<u>5/28/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Parker</u>	<u>5/28/04</u>

Comments:

STATE OF FLORIDA

ID NO. _____

STATE TECHNOLOGY OFFICE
SUNCOM NETWORK SERVICES AGREEMENT

This AGREEMENT is by and between the:

(PLEASE TYPE)

Which is a: 1. STATE AGENCY _____
2. POLITICAL SUBDIVISION _____
3. NON-PROFIT CORPORATION _____
4. MUNICIPALITY _____

hereinafter referred to as the Using Agency, and the State of Florida, State Technology Office, hereinafter referred to as STO.

Whereas, the Using Agency has applied for services from the state telecommunications network known as SUNCOM; and

Whereas, the Using Agency complies with all requirements of Chapter 282, Florida Statutes, and the rules of STO; NOW THEREFORE, it is agreed:

1. STO shall provide SUNCOM Services to the Using Agency according to the Services ordered by the agency.
2. STO shall provide the Using Agency accessibility to SUNCOM. All lines not restricted by the Using Agency shall have access to SUNCOM.
3. Using Agency understands and agrees that the STO electronic Communications Service Authorization (CSA) ordering process will be used to order all services. (The electronic ordering process is subject to change at the discretion of the STO.) Using Agency is liable for all charges on ordered services until the STO receives a cancellation service order (CSA) from the Using Agency for the service and the service order (CSA) has been processed by the vendor.
4. Charges shall be paid to STO by the Using Agency for these services and shall be based upon the current rates established and published by STO to all state agencies and local government Communications Service Authorization (CSA) representatives. These rates shall cover administrative costs as well as network utilization and access costs. STO shall provide the Using Agency with an invoice each month for services utilized by the Using Agency, consistent with the billing system, rates and concepts used to develop the overall SUNCOM rate structure and cost recovery methodology.
5. Nonpayment of an invoice presented to an agency within 45 consecutive calendar days constitutes sufficient reason for STO to: (a) notify the applicable common carrier to terminate service to the agency in the case of a non-state agency; or (b) notify the State of Florida Chief Financial Officer to transfer funds to the Department of Management Services under the provision of Chapter 216.292(9), Florida Statutes, in the case of a state agency. If non-payment is for a SUNCOM Network Service, in the case of a non-state agency, the SUNCOM Network Operations Center (NOC) will be notified to block the non-state agency's access to the network.
6. The Using Agency recognizes and agrees that the billing concepts and network configuration may be subject to changes from time-to-time as a result of changes in applicable laws, regulations, traffic patterns, and other conditions which may result in modifications to existing policy decisions or directives.

SUNCOM NETWORK SERVICES AGREEMENT
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7. It is agreed that the obligations of each party hereunder are subject to the laws of Florida and subject to monies being lawfully available to fulfill such obligation. If at any time monies are not available to either party for that purpose, that party shall notify the other party immediately upon receiving such information, and thereupon this contract shall be terminated at the end of the period of time for which such monies are available.
8. A requesting user agency shall pay its share of all initial installation costs required to connect that user agency to the SUNCOM Network. Such user agency shall also pay for all initial installation costs for adding additional facilities to the state SUNCOM Network.
9. STO, as well as the Using Agency, will be required to provide a minimum of 30 days written notice to the other party prior to termination of service, except as provided in paragraph 5 hereof.
10. The resale of any SUNCOM service to a non-qualified subscriber, where qualified subscribers are set forth in Chapter 282, F.S., is expressly prohibited.
11. User Agencies shall provide written notification of a name change within 30 days of name change. This notification shall be mailed to STO at the address shown below.
12. User Agencies qualifying as a non-profit shall provide to STO written notification of a change in the status of the qualifying contractual agreement, within 30 days of status change.

Using Agencies qualifying for SUNCOM services as a non-profit per Chapter 282.105, F.S., must meet the following conditions:

1. Be a registered non-profit organization, registered with the Florida Department of State.
2. Be under contract with a State Agency, County or City government.
3. Receive the majority of funding from the qualifying contract.
4. Expend the majority of funds in support of the qualifying contract.

Please provide the following information as it pertains to the qualifying contract:

- a. State Agency, County or City Government the Using Agency has a contract with: _____
 - b. Contract Number: _____
Expiration Date: _____
 - c. Contract Administrator _____
(Must be state, county or city government employee)
 - d. Telephone Number of Contract Administrator (____)____-_____
13. The Using Agency agrees to provide initial information, timely updates, and to maintain a complete "Location of Service" address, to include street address, building name/number, and room/cubical number, for each STO assigned local service number for use in the 911 address database.
 14. The Using Agency understands that telephone numbers provided by STO as part of the SUNCOM local service offering belong to the STO and cannot be "ported" to another company should SUNCOM service be terminated.

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SUNCOM NETWORK SERVICES AGREEMENT
SIGNATURE PAGE

USING AGENCY

(PLEASE TYPE)

AGENCY NAME _____

ADDRESS(no Post Office Box) _____

CITY _____

COUNTY _____

ZIP CODE _____

FEID# _____

Affixing signature below
certifies that the Using Agency
has reviewed and meets all
requirements for SUNCOM eligibility
per Florida Statutes, Chapter 282.

SIGNED _____

NAME _____

TITLE _____

DATE _____

TELEPHONE NO. _____

FAX NO. _____

SUNCOM NO. _____

E-MAIL: _____

INDIVIDUAL TO CONTACT (if different
From above)

NAME _____

TITLE _____

TELEPHONE NO. _____

FAX NO. _____

SUNCOM NO. _____

E-MAIL: _____

STATE TECHNOLOGY OFFICE

STATE OF FLORIDA

STATE TECHNOLOGY OFFICE

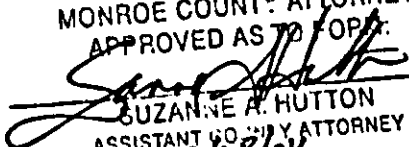
4050 ESPLANADE WAY

BUILDING 4030, SUITE 335

TALLAHASSEE, FLORIDA 32399-0950

Winston E. Pierce
Acting Executive Manager
Enterprise Networking
State Technology Office

DATE _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/28/04